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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

JORGE BENLLOCH,

Plaintiff and Respondent,

v.

ALISON JOHNSON,

Defendant and Appellant.

B289587

(c/w B290840)

(Los Angeles County

Super. Ct. No. 18SMRO00054)

APPEAL from an order of the Superior Court of
Los Angeles County. Hank M. Goldberg, Judge. Affirmed.

Terran T. Steinhart for Defendant and Appellant.

Beaumont Tashjian, Lisa A. Tashjian, Tara Radley and
Eugene Rubinstein for Plaintiff and Respondent.

Alison Johnson (Johnson) appeals from an award of attorney fees in favor of Jorge Benlloch (Benlloch) as the prevailing party in a proceeding in which he sought a civil harassment restraining order pursuant to Code of Civil Procedure section 527.6.¹

We find no error and affirm.

FACTS

In late 2017 and early 2018, Benlloch was a resident of a condominium development that was operated by a homeowners association (association). The association was, in turn, managed by a board of directors. Benlloch served as the association's vice-president. On January 7, 2018, Benlloch removed various unauthorized postings on an association bulletin board. According to Benlloch, Johnson confronted him on the spot, claiming that the First Amendment prevented him from removing postings by association members. She forcefully grabbed his arm and left bloody marks. Subsequently, she called the police and accused Benlloch of attacking her. This resulted in Benlloch's arrest. He informed the police that it was Johnson who had attacked him. Both of them were released, and all charges were dropped.

On February 15, 2018, Benlloch obtained a three-year civil harassment restraining order against Johnson. He then moved for \$20,009.05 in attorney fees pursuant to section 527.6, subdivision (s). Because the association paid Benlloch's attorney

¹ Johnson also appealed from the order granting the civil harassment restraining order. In her opening brief, she withdrew that appeal.

All further statutory references are to the Code of Civil Procedure unless otherwise indicated.

fees, the trial court asked him to brief whether he could still obtain an attorney fee award. Citing *Staples v. Hoefke* (1987) 189 Cal.App.3d 1397, 1409 (*Staples*), he argued that Johnson, as the losing party, was required to pay his reasonable attorney fees regardless of whether he personally incurred them.

Johnson opposed the attorney fee motion. In part, she argued that an award of attorney fees would be improper because the association was not legally authorized to cover the cost of Benlloch's litigation. Also, Johnson argued that the fee Benlloch requested was exorbitant.

The trial court awarded Benlloch \$13,200 in attorney fees, and ordered Johnson to pay the award over three months in installments of \$4,400.

This appeal followed.

DISCUSSION

Johnson contends that section 527.6, subdivision (s) did not authorize an award of attorney fees to Benlloch because the association had no authority under its bylaws to cover the cost of his litigation. This issue is subject to de novo review. (*Goodman v. Lozano* (2010) 47 Cal.4th 1327, 1332.)

Section 527.6, subdivision (s) provides that the "prevailing party in [a proceeding pursuant to an application for a civil harassment restraining order] may be awarded court costs and attorney's fees, if any."

Here, there is no dispute that a lawyer billed for the legal services provided to Benlloch. Thus, there is no dispute that there were attorney fees, which is all the statute requires. It is irrelevant that they were paid by the association. (*International Billing Services, Inc. v. Emigh* (2000) 84 Cal.App.4th 1175, 1179 ["We . . . conclude the Engineers are entitled to fees from IBS

even though the Engineers' fees were actually paid by a third party during the litigation"]; *Lolley v. Campbell* (2002) 28 Cal.4th 367, 373 ["in cases involving a variety of statutory fee-shifting provisions, California courts have routinely awarded fees to compensate for legal work performed on behalf of a party pursuant to an attorney-client relationship, although the party did not have a personal obligation to pay for such services out of his or her own assets"]; *Staples, supra*, 189 Cal.App.3d at p. 1409 ["the award of . . . fees to defendant . . . was clearly proper, regardless of whatever separate arrangements existed to provide a defense for him"].) There is no reason Johnson should profit from Benlloch's procurement of the association's agreement to cover the cost of his litigation. (*Ibid.*)

According to Johnson, the principle set forth in *Staples* and other cases should not apply here if the association's bylaws prohibited it from funding Benlloch's litigation. She suggests that this is an issue of first impression, and she invites us to carve out an exception to section 527.6, subdivision (s) for this unique scenario. The suggestion is unavailing. First, she made no attempt to engage in statutory interpretation on this particular point. More importantly, based on our own review and application of the statutory interpretation rules, her construction cannot be accepted.

In ascertaining the meaning of a statute, a court must "first turn[] to the words used. [Citation.] [¶] When statutory language is clear and unambiguous, there is no need for construction and courts should not indulge in it. [Citations.]' [Citation.]" (*People v. Lewis* (1993) 21 Cal.App.4th 243, 247.) Still, "the 'plain meaning' rule does not prohibit a court from determining whether the literal meaning of a statute comports

with its purpose or whether such a construction of one provision is consistent with other provisions of the statute. The meaning of a statute may not be determined from a single word or sentence; the words must be construed in context, and provisions relating to the same subject matter must be harmonized to the extent possible. [Citation.]” (*Lungren v. Deukmejian* (1988) 45 Cal.3d 727, 735.) If a statute is susceptible to more than one reasonable interpretation, the court may consider the statute’s purpose, the evils to be remedied, the legislative history, public policy, and contemporaneous administrative construction. (*Nolan v. City of Anaheim* (2004) 33 Cal.4th 335, 340.) In addition, the court may consider the consequences that will flow from a particular interpretation. (*Dyna-Med, Inc. v. Fair Employment & Housing Com.* (1987) 43 Cal.3d 1379, 1387.)

Here, the statutory language is plain and unambiguous. If attorney fees accrued on the side of the prevailing party, the losing party can be ordered to pay them. It should be noted that the single, straightforward sentence in section 527.6, subdivision (s) is not susceptible to the interpretation that attorney fees may be awarded to the prevailing party unless they were paid by a third party who was acting beyond the scope of its statutory or contractual authority. Even if there was an ambiguity, we would not create the exception urged. Otherwise, the losing party would unfairly benefit.

All other issues are moot.

DISPOSITION

The order is affirmed. Benlloch shall recover his costs on appeal.

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_____, J.
ASHMANN-GERST

We concur:

_____, P. J.
LUI

_____, J.
HOFFSTADT